

BT Music Service Contract

1. **Parties:** This agreement is for personal services of BT Music for providing entertainment for _____ (client) as proposed in the quote given on _____ (date) at the location of _____ (Venue).

2. **Performance Information** Date of event: _____ Start Time: _____ End Time: _____

3. **BT Music's Responsibilities:**

3a. Purchaser shall at all times have complete control, direction and supervision of performance. Purchaser expressly reserves the right to control the manner, means, and details of performance. A written event/music planner or music request list must be received by BT Music at least two weeks prior to the date of Performance in order to be included in the programming guidelines. With or without the aid of an event/music planner or music request list, DJ shall attempt to play Purchaser's and Purchaser's guests' music requests, but shall not be held responsible if certain selections are unavailable. BT Music is not obligated to play musical selections that are deemed unsuitable or questionable, at the sole discretion of the DJ at the event.

3b. BT Music will provide entertainment at the above specified location & time. The performance will be as per covered in the event planner & be of a level of quality satisfactory to the purchaser. Failure to do so shall result in reduction of the purchaser's payment up to 100% of the contracted amount.

3c. Audio, personnel, & lighting equipment will be furnished by BT Music as per the requirements of the bid. System capacity will be 87 db unless requested otherwise.

4. **Purchaser Responsibilities:**

4a. Purchaser will make the venue available to DJ for at least 90 minutes before the Start Time, for setup of the equipment and materials. Purchaser will make Venue available to DJ for at least 60 minutes after the end time, for takedown of the equipment and materials.

4b. If possible, Purchaser will provide elevator or ramp access between the parking/service entrance and the setup area. If that is not possible, additional labor may be contracted at the cost of the purchaser.

4c. Purchaser will provide BT Music with a safe and appropriate working environment. This includes but is not limited to: a secure and sturdy area; a standard 110-volt grounded 3-prong outlet with at least 15 amps available, from a reliable power source within 25 feet of the set-up area; a facility that completely covers and protects BT Music's equipment and materials from adverse weather conditions (e.g., direct sunlight, rain, excessive winds); crowd control if warranted; directions to Venue, and free parking. Purchaser accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with this provision.

4d. Purchaser will take reasonable steps to protect BT Music's equipment, materials and personnel during Performance, setup and takedown. Any damages incurred due to lack of reasonable protection on Purchaser's part (except in the case of gross negligence or willful malfeasance by DJ) will be payable by Purchaser to the extent of repair or replacement of damaged equipment, materials, and all costs of medical treatment.

4e. Purchaser is responsible for all charges imposed by Venue. These charges may include, but are not limited to, parking, use of electric power, elevators, fire marshal, and the time before and after Performance used by BT Music for setting up and taking down equipment.

5. **Time and Payment:**

5a. Purchaser shall pay an amount of _____ (USD) for the services of this contract. Purchaser shall pay a non-refundable Reservation Fee of \$125 upon signing this agreement. Performance Fee due will be reduced by the paid amount of the Reservation Fee. The Purchaser shall pay BT Music any balance by the end of the performance.

5b. Performance Fee applies only to Start Time through End Time as specified above. Purchaser and BT Music may mutually agree to extend the Performance beyond the time specified above, at the rate of \$100 per hour, billed in half-hour increments. There will be a 15-minute grace period before overtime is incurred for any one-hour period. All provisions of this agreement shall continue to apply during any such extension of Performance.

5c. In the event of non-payment or incomplete payment, BT Music retains the right to attempt collection through the court system. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by BT Music. Purchaser shall be charged \$25 for each bounced check, in addition to a \$5 service charge for each collection notice.

6. **Termination:**

6a. This agreement cannot be canceled except by mutual written consent of both Purchaser and BT Music. If cancellation is initiated by the Purchaser in writing and agreed to by BT Music in writing, Purchaser may be required to pay 25% of the total Performance Fee. Otherwise, Purchaser shall be obligated to make full payment of the total Performance Fee.

6b. This agreement shall be excused by detention of DJ by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond DJ's control. If such circumstances arise, BT Music will make all reasonable efforts to find a replacement service at the agreed-upon fees. Should BT Music be unable to procure such a DJ, Purchaser shall receive a full and prompt refund of all fees paid, including the Reservation Fee. Purchaser agrees that under all circumstances, BT Music's liability shall be exclusively limited to an amount not to exceed double the Performance Fee, and that BT Music shall not be liable for indirect or consequential damages arising from any breach of contract.

7. **Miscellaneous:**

7a. Purchaser may not transfer this contract to another party without the prior written consent of BT Music.

7b. This agreement is not binding until received and signed by BT Music. Any exceptions must be written and initialed by both Purchaser and BT Music. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

7c. BT Music may elect not to exercise some rights as specified in this agreement. By doing so, BT Music does not waive the right to exercise those rights subsequently.

7d. This agreement shall be governed by the laws of the States of Washington, Oregon, & California.

7e. In the event of circumstances deemed by DJ to present a threat or implied threat of injury or harm to DJ or any equipment or materials in DJ's possession, DJ reserves the right to cease performance. If Purchaser is able to resolve the threatening situation quickly (15 minutes maximum) and to DJ's satisfaction, DJ shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether DJ resumes performance. DJ reserves the right to deny anyone access to the equipment and materials provided by BT Music (Music, Microphones, Generator, Etc).

7f. Purchaser agrees to defend, indemnify, assume liability for, and hold BT Music harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains or results directly or indirectly to Performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay reasonable attorney's fees and court costs of the prevailing party.

Agreed by Purchaser: _____ Purchaser's Signature: _____ Date: _____

Agreed by BT Music: _____ BT Music's Rep Signature: _____ Date: _____

Please sign and mail with an enclosed check to:

BT Music Co, 217 Rogers St. NW, Olympia WA 98502 Phone: (360) 943-6672